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AUG 22 2019
U.S. BANKRUPTCY COURT
BY *[Signature]* CAMDEN, N.J. DEPUTY

To: The Honorable Mitchell H. Cohen,

My name is Kasey Martin. I filed for Chapter 13 bankruptcy in February 2018 and have been represented by Robert Manchel from the beginning. My case number is 18-12289JNP. I am writing this letter in response to Mr. Manchel filing a motion for withdrawal of council. Considering I am currently in bankruptcy, I can not afford to retain another attorney at this time. I have invested a lot of time and energy with Mr. Manchel and am very disappointed that Mr. Manchel feels that he can just quit when I attempt to confront him about not doing his job properly.

From the very beginning, Mr. Manchel did the bare minimum when it came to representing me. I told him my entire story from the very first day I met him. He knew that my mother had just passed away a little over a month prior to meeting him and that I would be responsible for selling her house at some point during my bankruptcy. He knew that the mortgage to the condo I currently live in was in my parents name and that my name was on the deed. I told him everything on the very first day and kept him informed throughout everything that was happening. When it came time to sell my mothers house, you can imagine my surprise when the title company informed me that proper documentation hadn't been filed with the court in order for the sale of my mother's house to be sold on the planned closing date. Due to the lack of preparation on Mr. Manchel's part, I had to risk losing the sale of her house and wait thirty days for him to file the appropriate paperwork with the court and prayed to god that the judge would approve it. He also told the title company that the paper wasn't required and to just go ahead with the closing which the title company refused to do. There were numerous phone calls made to Mr. Manchel expressing my disapproval in his handling of the situation. Mr. Manchel only did what he was supposed to do after my fiancé Robert Coates told him that he was going to report his actions to the trustee Ms. Isabel Balboa. He then filed the paperwork and after waiting the thirty days, I was able to sell the house.

I decided to apply for a loan modification so I could continue living in my condo. I spoke with Mr. Manchel about this and he told me that there was no way that I would be approved for a loan modification. I disagreed so I requested the loan modification packet from Rushmore Loan Management and proceeded to fill out the packet and accumulate all the requested documents they required. Mr. Manchel told me that there would be an additional fee for me to utilize the portal provided by the court to fill out the paperwork which I refused because I knew I could fill the paperwork out on my own. I submitted the packet to Rushmore on June 9, 2019 and they sent a response to Mr. Manchel dated July 3, 2019. Mr. Manchel didn't contact me until late in the day on July 29, 2019 and proceeded to tell me that I was approved for the loan modification however they wrote it in my parents name. He said that the first payment of \$1300 was due on August 1, 2019 & I needed to come up with the money for the payment within two days. I was panicked! I am in bankruptcy. Not only do I not have \$1300, I can't afford to pay \$1300 a month. I explained all of that to him & also explained that the payment they modified is higher than what the original mortgage payment was. He said that he had emailed me the notice that he received from Rushmore and to look it over and call him back in the morning. When I looked at the email, I noticed immediately that first, it was in my parents name and second, the numbers just didn't make sense. I owe \$112,299.84 on the condo. The loan modification price of the condo is listed at \$145,000.00. The interest rate I had on the old mortgage was 7.500%. The new interest rate they gave me is 6.125%. The original maturity date of the loan was August 1, 2036. The new maturity date is October 1, 2059.

As my attorney, representing me throughout my bankruptcy, I would expect Mr. Manchel to look at these numbers and say absolutely not! This isn't a modification at all. My client can't afford this and begin the negotiating process on my behalf. Instead my attorney tells me to hurry up and make a payment. When I called him back the next morning I asked him why would he suggest I made a payment to something that doesn't work for me. I explained to him the concerns I had with the numbers. Asked him why they added \$38,000 to the principal and how did they come up with the \$145,000. He told me that it's a secret within the company of where they come up with these numbers. That they can do whatever they want. Their lawyers don't know, Mr. Manchel doesn't know, only the company knows and it's a big secret. I told him that was ridiculous and as my attorney he should be negotiating on my behalf. He knows better than anyone that I can't afford such a payment. Mr. Manchel told me that negotiating was not an option. It doesn't work that way he said. That this is the offer they sent and there isn't anything he can do about it. When I told him that absolutely was not the case. He can and should be negotiating on my behalf, he then told me that he charges extra to negotiate. I reminded him that he had already added extra money to my bankruptcy and asked him what that was for? I knew it was for loss mitigation and he did say the money added was for loss mitigation. I was confused because he just admitted that I already paid him for loss mitigation. I explained again that I am in bankruptcy and can not afford an additional \$2000 for him to negotiate on my behalf when I already paid him to do it. Mr. Manchel said that he filed paperwork with the court to allow me to do the modification in the first place and that's what the money was for. Nothing else. He then tried to say that he told me it would be extra money which I reminded him that the only extra fee he told me about was for the use of the portal which I did not use. Mr. Manchel finally realized that I was right and agreed that he would contact Rushmore and negotiate a better loan modification for me.

On Monday August 5, 2019, Mr. Manchel called me in the morning asking me to explain to him again what I wanted him to negotiate for me. I reiterated all the details again to him. I wanted to know where they got the figure of \$145,000. I wanted to know why my interest rate wasn't dropped down to somewhere around 4% which is what mortgage companies are offering right now. I found that out by doing a little research which unfortunately Mr. Manchel didn't do. I wanted to know why they extended the term of the loan to 40 years. I also informed him that I would like detailed records from him of who he speaks with, their contact information, times and dates of contact and what was discussed. Unfortunately after the last few conversations with Mr. Manchel, I felt like I needed to make sure he was representing me properly and I wanted proof of all correspondence since he would be speaking on my behalf. He agreed saying he would only be communicating with Rushmore's attorney and I told him I still wanted records. Mr. Manchel then asked me to drop off my entire loan modification packet to his office immediately. I told him I could email everything to him and he refused. Told me that I had to drop everything off at his office. I initially said ok, but after I got off the phone with him and thought about it, I immediately called him back and left a message for him to call me as soon as possible. Mr. Manchel called me back within a few minutes and I asked him if he could send me an email requesting all of the documents he just asked me for. Mr. Manchel got extremely agitated. He raised his voice asking me what I was trying to do. I explained that I wanted it in writing so I had it in my records. He then started yelling at me saying that he will absolutely not send me an email. We are on the same team. I need to trust him, then accused me of trying to sue him! I was completely speechless at this point. I asked him why was he so upset and where did he get the idea that I wanted to sue him. Mr. Manchel literally was screaming at me saying unreasonable things. He told me he wouldn't be bullied. He wasn't making any sense. I tried over and over to explain to him that it never even occurred to me to sue him. Nor was I bullying him. I told him that all I wanted was to be represented properly and I didn't feel like he was doing so. I realized I wasn't going to be able to talk to him at that point nor did I appreciate being yelled at by him so I told him that I would contact the trustee and I hung up.

On Tuesday August 13, 2019 I received four envelopes from Mr. Manchel's office. One was a letter telling me that he was filing for withdrawal of council. The other was a copy of the motion he submitted to the court for his withdrawal of council. The third was a letter explaining to me that he was not required to contact Rushmore Loan Management for me, but yet he drew up paperwork for me to send to them myself. The fourth was a motion to extend my loss mitigation which expired on the 15th of August. I had to take time off from work to drop the paperwork off in Camden to make sure it was filed in time.

I did not file bankruptcy because it was an easy way out. I did not file bankruptcy because I wanted to. It was and still is a very hard time in my life and unfortunately, it was my only option. In the very beginning, before I even met Mr. Manchel, I took a credit counseling course. It was meant to show me where I had made bad decisions financially and to learn from my mistakes so that I don't make them again in the future. I expect that my attorney who received a lump sum of money from me in the beginning and also gets paid every month out of my payments that are made to the trustee, to represent me to the best of his ability. I do not feel that Mr. Manchel has done that for me. As I explained earlier, I can not afford at this time to retain new council. I feel Mr. Manchel should not only continue to be my attorney throughout the duration of my bankruptcy, but should be held accountable for his unprofessional behavior. I would like an apology from Mr. Manchel for inappropriately yelling at me. For making ridiculous accusations and for not doing his job to the best of his ability. I ask you your honor to please insist to Mr. Manchel that I be represented fairly and to the best of his ability from this point on. Thank you so much for your time.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kasey Martin', with a stylized, cursive script.

Kasey Martin